

Skokie Valley Bike Path; Use Restriction Ordinance:
Village of Lake Bluff Agreement

Accounts Payable (1) cert.
Transportation (2) cert.

STATE OF ILLINOIS)
)
COUNTY OF LAKE)

COUNTY BOARD, LAKE COUNTY, ILLINOIS

ADJOURNED REGULAR SEPTEMBER, A.D. 2007 SESSION

JANUARY 15, A.D., 2008

MADAM CHAIR AND MEMBERS OF THE COUNTY BOARD:

A joint resolution authorizing the Chair of the County Board, the County Clerk, and the County Engineer of Lake County to execute an agreement with the Village of Lake Bluff authorizing the Village to enforce the county's Use Restriction Ordinance for the county's Skokie Valley Bike Path from IL Rte. 176 to the Village's south corporate limits.


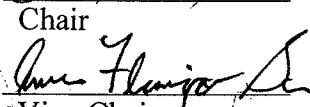
WE RECOMMEND adoption of this Resolution.


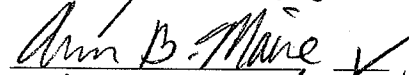

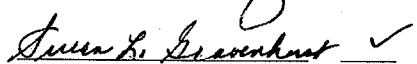
Aye Nay


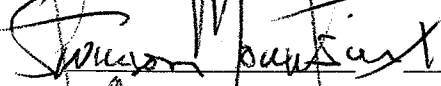
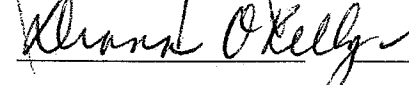
Aye Nay


Chair

Vice-Chair


Chair

Vice-Chair

Public Works and Transportation Committee

Financial and Administrative Committee

RESOLUTION

WHEREAS, the right-of-way of the former Chicago, North Shore and Milwaukee Railroad from south of IL Rte. 176 to the county line of Lake County/Cook County is being developed into a bike path named the Skokie Valley Bike Path; and

WHEREAS, Lake County proposes to have constructed that portion of said bike path from Laurel Avenue within the City of Lake Forest and extending northerly to IL Rte. 176 within the Village of Lake Bluff, and including a tunnel crossing beneath the Union Pacific Railroad; and

WHEREAS, this County Board of Lake County, Illinois at its meeting of May 13, 1997 adopted a Use Restriction Ordinance for said Skokie Valley Bike Path and may enter into agreements with units of local government for the enforcement of the County's Use Restriction Ordinance for said bike path; and

WHEREAS, Lake County and the Village of Lake Bluff are desirous of entering into an agreement for enforcement of the County's Use Restriction Ordinance of the bike path, a draft copy of said agreement attached hereto.

NOW, THEREFORE BE IT RESOLVED, by this County Board of Lake County, Illinois, that the Chair of the County Board, the County Clerk, and the County Engineer of Lake County be authorized and are hereby directed to execute an agreement regarding the enforcement of the County's Use Restriction Ordinance on the Skokie Valley Bike Path within the Village of Lake Bluff. The County Engineer shall transmit in writing the final agreement to be executed by the Chair of the County Board and the County Clerk.

Dated at Waukegan, Illinois
this 15th day of January 2008

**AGREEMENT
BETWEEN THE COUNTY OF LAKE
AND THE VILLAGE OF LAKE BLUFF
FOR THE VILLAGE'S ENFORCEMENT OF THE
COUNTY'S USE ORDINANCE FOR THE
COUNTY'S SKOKIE VALLEY BIKEWAY**

THIS AGREEMENT entered into this _____ day of _____, A.D. 20____, by and between the COUNTY OF LAKE, ILLINOIS, an Illinois Body Politic and Corporate, acting by and through its Chair, and the VILLAGE OF LAKE BLUFF, an Illinois Municipal Corporation, acting by and through its Village President and Board of Trustees, hereinafter referred to as the VILLAGE.

WITNESSETH

WHEREAS, the COUNTY is desirous of constructing the Skokie Valley BIKEWAY, hereinafter referred to as the BIKEWAY, on the Commonwealth Edison Company, hereinafter COM ED, right-of-way located adjacent to the Union Pacific Railroad in the western portion of the VILLAGE, from Illinois Route 176 south to the VILLAGE's corporate limits, in accordance with the provisions of one (1) or more recreational lease agreements with COM ED, hereinafter referred to as the COM ED AGREEMENTS. Said COM ED AGREEMENTS by reference herein are hereby made a part hereof; and

WHEREAS, the COUNTY did enact, on May 13, 1997, an ordinance titled the SKOKIE VALLEY BIKEWAY USE ORDINANCE, hereinafter referred to as the ORDINANCE, the enactment of which by the COUNTY is intended to regulate the use of said BIKEWAY. Said ORDINANCE is attached hereto as EXHIBIT A; and,

WHEREAS, the VILLAGE is desirous to enter into an agreement with the COUNTY regarding the enforcement of said ORDINANCE; and

WHEREAS, both the COUNTY and the VILLAGE are governmental agencies of the State of Illinois vested with the responsibility and authority to enforce and uphold the law; and

WHEREAS, to facilitate the enforcement of the ORDINANCE within the corporate boundaries of the VILLAGE it is desirable that the VILLAGE have the authority to enforce said BIKEWAY ORDINANCE.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the COUNTY and the VILLAGE hereto agree as follows:

1. The COUNTY hereby authorizes the VILLAGE to enforce said ORDINANCE, and as amended from time to time, within the corporate boundaries of the VILLAGE.

2. The COUNTY's County Engineer shall, within ten (10) days of the enactment of any amendments to said BIKEWAY ORDINANCE, send a copy of said amended BIKEWAY ORDINANCE to the VILLAGE.
3. The VILLAGE shall enact an ordinance in accordance with 65 ILCS 5/11-1-2 of the Illinois Compiled Statutes, as amended, on or before January 1, 2007, authorizing its police officers to enforce said COUNTY ORDINANCE. The VILLAGE shall mail a certified copy of said VILLAGE Ordinance, within ten (10) days of enactment, to the COUNTY's County Engineer.
4. The VILLAGE agrees that its Police Department will, as part of its regular daily and routine duties, be exclusively responsible for the daily policing of the BIKEWAY.
5. Either the COUNTY or the VILLAGE may terminate the enforcement obligations of the VILLAGE under THIS AGREEMENT for any or all portions of the BIKEWAY by written notification giving ten (10) days notice of the time and date when such enforcement shall terminate. Said notification shall be given to the COUNTY's County Engineer or the Village President of the VILLAGE as the case may be.
6. Except as stated in Paragraph 7 of THIS AGREEMENT, the VILLAGE agrees to defend itself in any actions or disputes brought against the VILLAGE in connection with or as a result of THIS AGREEMENT and shall indemnify and save harmless the COUNTY, its elected officials and duly appointed officials, agents, and employees against any action resulting from or connected with the acts of the VILLAGE, its personnel and agents or representatives of any organization acting with or for the VILLAGE or at its request or under the VILLAGE's instruction in the performance thereof, including but not limited to appearing and defending the COUNTY, its elected officials and its duly appointed officials, agents and employees.
7. It shall be the sole responsibility of the COUNTY, in accordance with said COM ED AGREEMENTS, unless otherwise provided, to design and construct the BIKEWAY and to maintain, or have maintained, said BIKEWAY in good and proper repair. The COUNTY agrees to hold harmless, indemnify and defend the VILLAGE, its elected officials and its duly appointed officials, agents and employees against any and all claims, losses, damages or lawsuits for damages arising from, allegedly arising from or related to the design, construction or maintenance, unless otherwise provided, of the BIKEWAY.
8. It is mutually agreed by and between the parties hereto that nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship or co-partners

between the parties hereto, or as constituting the VILLAGE (including its elected officials, duly appointed officials, officers, employees and agents) the agent, representative or employee of the COUNTY for any purpose, or in any manner, whatsoever. The VILLAGE is to be and shall remain independent of the COUNTY with respect to all services performed under THIS AGREEMENT.

9. By and between the parties hereto that each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.
10. It is mutually agreed by and between the parties hereto that the Provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
11. That THIS AGREEMENT shall be enforceable in any court of competent jurisdiction by each of the parties hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements and obligations contained herein.
12. It is mutually agreed by and between the parties hereto that the agreement of the parties hereto is contained herein and that THIS AGREEMENT supersedes all oral agreements and negotiations between the parties hereto relating to the subject matter hereof as well as any previous agreements presently in effect between the parties hereto relating to the subject matter hereof.
13. It is mutually agreed by and between the parties hereto that any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by the parties hereto.
14. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS

AGREEMENT.

15. THIS AGREEMENT shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Neither party hereto shall assign its rights or delegate its duties as set forth in THIS AGREEMENT without the express written consent of the other party.
16. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
17. THIS AGREEMENT shall remain in full force and effect for such a period of time as the BIKEWAY remains in place as constructed, unless sooner terminated pursuant to Paragraph 5 of THIS AGREEMENT.

ATTEST:

Clerk, Village of Lake Bluff

VILLAGE OF LAKE BLUFF

By: _____
Village President
Village of Lake Bluff

Date:

RECOMMENDED FOR EXECUTION

Lake County
County Engineer/Director of Transportation

ATTEST:

Clerk
Lake County

COUNTY OF LAKE

By: _____
Chair
Lake County Board

Date: _____

EXHIBIT A

SKOKIE VALLEY BIKEWAY USE ORDINANCE

STATE OF ILLINOIS)
) SS
COUNTY OF L A K E)

COUNTY BOARD, LAKE COUNTY, ILLINOIS
ADJOURNED REGULAR SEPTEMBER A.D. 1996 SESSION

May 13, A.D. 1997

MR. CHAIRMAN AND MEMBERS OF THE COUNTY BOARD:

Your Public Service Committee and Financial & Administrative Committee
present herewith a resolution to enact an ordinance to restrict the use of the
Skokie Valley bikeway.

We RECOMMEND adoption of this Resolution.

Respectfully submitted,

Robert P. Neal
Chairman
Jim Stanczak
Vice-Chairman
Paula D. Newton
Danica Slater
David G. L.
Alana O'Kelly
[Signature]
Public Service Committee

David G. L.
Chairman
Wm. M. J. [Signature]
Vice-Chairman
Robert P. Neal
John J. Halas
Debra M. Burkart
Jim Stanczak
[Signature]
Financial & Administrative Committee

CERTIFIED TO BE A TRUE COPY OF
RECORDS OF THE LAKE COUNTY
BOARD MEETING OF

MAY 13 1997 APPROVED

CERTIFICATION NOT VALID UNLESS SEAL
OF LAKE COUNTY, ILLINOIS IS AFFIXED

William R. Halander County Clerk

RESOLUTION

WHEREAS, the right-of-way of the abandoned Chicago, North Shore and Milwaukee Railroad adjacent to or in proximity of U.S. Route 41, from Illinois Route 176 in Village of Lake Bluff south to West Park Avenue in the City of Highland Park as depicted in APPENDIX A, hereinafter referred to as the NORTH SHORE RIGHT-OF-WAY, is now owned by the Commonwealth Edison Company, hereinafter referred to as COM ED; and

WHEREAS, the COUNTY OF LAKE, ILLINOIS, acting by and through its Chairman and its County Board, hereinafter referred to as the COUNTY, is desirous of constructing the SKOKIE VALLEY BIKEWAY, hereinafter referred to as the BIKEWAY, on said NORTH SHORE RIGHT-OF-WAY, in accordance with the provisions of one (1) or more recreational lease agreements with COM ED, hereinafter collectively referred to as the COM ED AGREEMENTS. Said COM ED AGREEMENTS by reference herein are hereby made a part hereof; and

WHEREAS, the COUNTY needs to regulate the use of the BIKEWAY for the safety and convenience of the public; and

WHEREAS, the Illinois Compiled Statutes, as amended, 605 ILCS 30/0.01, provides the authority to the COUNTY to regulate the use of the BIKEWAY; and

WHEREAS, the Illinois Compiled Statutes, as amended, 625 ILCS 5/11-208, provides the authority to the COUNTY to regulate the operation of bicycles.

NOW, THEREFORE BE IT ENACTED BY THE COUNTY BOARD OF LAKE COUNTY, ILLINOIS

SKOKIE VALLEY BIKEWAY USE ORDINANCE

SECTION 1: INTRODUCTION

The BIKEWAY to be constructed on said NORTH SHORE RIGHT-OF-WAY, as depicted in APPENDIX A, is hereby officially named the SKOKIE VALLEY BIKEWAY pursuant to the statutory authority conferred to the COUNTY by the Illinois Compiled Statutes, as amended, 55 ILCS 5/5-1067.

SECTION 2: APPLICABILITY

The SKOKIE VALLEY BIKEWAY USE ORDINANCE, hereinafter referred to as the ORDINANCE, shall apply only to those segments of the BIKEWAY for which construction has been completed and which have been accepted by the COUNTY's County Engineer.

SECTION 3: RESTRICTED USES

Said BIKEWAY is restricted to the following uses:

- a) bicycles
- b) pedestrians
- c) all vehicles and equipment, having a height not more than fourteen (14) feet from grade level, of the Lake County Division of Transportation or other public agencies, units of local government and/or private contractors authorized by agreement with the COUNTY to perform maintenance on the BIKEWAY
- d) police and emergency vehicles having a height not more than fourteen (14) feet from grade level
- e) vehicles and equipment of government, or private utility companies, for the maintenance of their utilities along the said NORTH SHORE RIGHT-OF-WAY in accordance with a permit issued by COM ED or other agreements
- f) any use in accordance with the terms of a permit issued by COM ED
- g) all vehicles and equipment of COM ED

The following uses are prohibited on the leased premises subject to the COM ED AGREEMENTS:

- a) kite flying
- b) model airplane flying
- c) any other like activity that could result in a wire to ground electrical contact or damage to towers and/or poles
- d) dumping of any materials

All other motorized and non-motorized vehicles and means of conveyances are prohibited from using said BIKEWAY including but not limited to the following:

- a) motor vehicles
- b) motorcycles
- c) motor bikes
- d) mini-bikes
- e) mopeds
- f) go-carts
- g) dirt bikes
- h) all terrain vehicles
- I) equine
- j) equine drawn vehicles
- k) snowmobiles

SECTION 4. SIGNS

This ORDINANCE shall not be enforceable until signs have been posted by the County Engineer at entrances to the BIKEWAY from public streets crossing the BIKEWAY giving notice that motorized vehicles, equines and other restrictions as heretofore set forth in SECTION 3 are prohibited on said BIKEWAY.

SECTION 5. ENFORCEMENT

Any full-time or part-time peace officer, employed by either the COUNTY, or by a municipality which is a party to an intergovernmental agreement with the COUNTY which grants such arrest authority, is hereby authorized to arrest any person violating any of the provisions of This ORDINANCE.

SECTION 6. PENALTIES

The penalty upon conviction for violating any provision of This ORDINANCE shall be a fine of not less than \$50.00 nor more than \$500.00.

SECTION 7. SEVERABILITY

Should any portion of This ORDINANCE be declared by a court of competent jurisdiction to be invalid the same shall not affect the validity of This ORDINANCE as a whole or any part thereof other than the part so declared invalid.

SECTION 8. EFFECTIVE DATE

This ORDINANCE takes effect on the first of the month immediately after adoption by the COUNTY.

SECTION 9. AMENDMENTS

This ORDINANCE may from time to time be amended as seen fit by the COUNTY.

SECTION 10. REPEALER

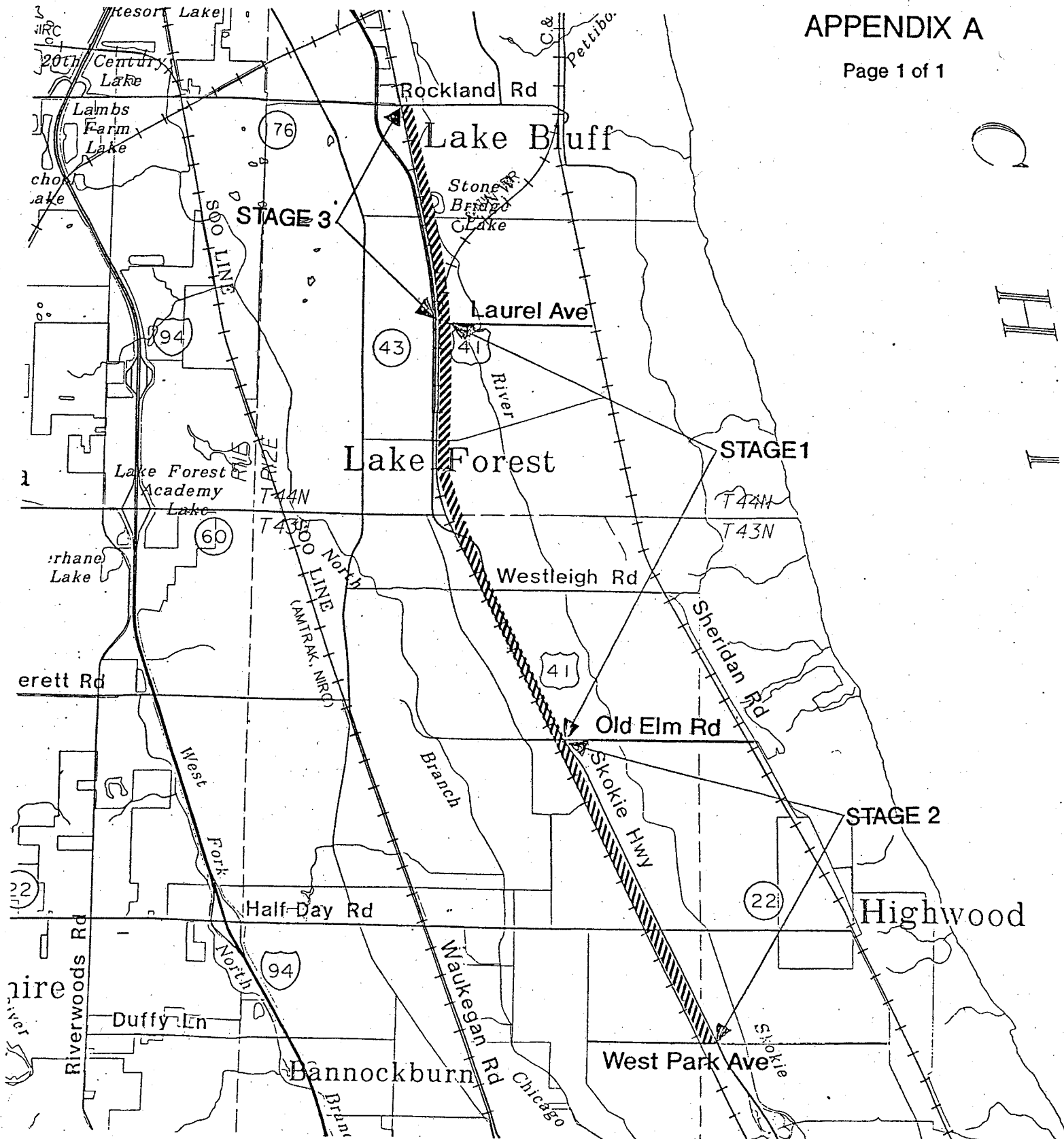
Any Ordinance or resolution in conflict with This ORDINANCE is repealed insofar as it conflicts.

Dated at Waukegan, Illinois
this 13th day of May, 1997

SKOKIE VALLEY BIKEWAY

APPENDIX A

Page 1 of 1



COM ED/NORTH SHORE R-O-W